

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JOHN DOE and JANE DOE, Individually :
and on behalf of M.S., an Infant, as Next :
Friends, :
:

Plaintiffs, :

vs. :

No. 14 Civ. 2953 (PAE)

PAMELA LIMA, as Representative of the :
Estate of JOSEPH LIMA, Bureau Chief of :
the Manhattan VI Area Office of the New :
York State Division of Parole; Parole :
Officer EMILY SCOTT; Parole Officer :
SIMON VALERIO; Senior Parole Officer :
RICHARD ROSADO; and Senior Parole :
Officer JAMES CAPPIELLO, :

INFANT COMPROMISE ORDER

Defendants, :
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Upon the Declaration of [REDACTED], adult plaintiff and parent and natural guardian of infant plaintiff M.S., dated April 21, 2021, and the Declaration of Blair R. Albom, attorney for plaintiffs, dated April 21, 2021, and due deliberation having been had thereon; and upon consideration of the issues and claims in the litigation, the proffers of evidence, and the discussions related to settlement in resolution of this case; and it appearing that the best interests of the infant plaintiff M.S. will be served by approval of the proposed settlement;

NOW, on motion of plaintiffs' attorney, it is hereby:

1. ORDERED, that plaintiffs [REDACTED], parents and natural guardians of the infant plaintiff M.S., be and hereby are authorized and empowered to settle and compromise plaintiffs' claims against defendants for the sum of five hundred thousand dollars (\$500,000.00) (the "Judgment Amount") in accordance with the terms set forth in the Stipulation of Settlement, General Release, and Order of

Dismissal so-ordered by the Court on April ___, 2021 (the “Stipulation of Settlement”); and it is further

2. ORDERED, that the aforesaid defendants pay the Judgment Amount in accordance with the terms set forth in the Stipulation of Settlement; and it is further
3. ORDERED, that upon full payment of the Judgment Amount, defendants shall have no further liability herein; and it is further
4. ORDERED that upon, and in no event later than 14 days following, receipt of the Judgment Amount, plaintiffs [REDACTED] shall deposit the sum of \$10,000.00 at a bank to be selected by them, to be held therein for the sole use and benefit of their son infant plaintiff M.S., subject to the further order of this court; and it is further
5. ORDERED, that said bank shall place these funds in the highest interest bearing time accounts or certificates of deposit, to be renewed upon maturity, provided that the maturity date of such certificates and accounts or any renewal thereof shall not extend beyond the date of the infant’s eighteenth (18th) birthday; and it is further
6. ORDERED, that plaintiff’s attorney shall serve a copy of this Order upon said bank and shall arrange for the deposit of said funds as expeditiously as is reasonably possible; and it is further
7. ORDERED, that there shall be no right of withdrawal from any of the aforesaid accounts and/or certificates until the infant plaintiff M.S.’s eighteenth (18th) birthday, except upon further order of this Court; and it is further

8. ORDERED, that in the event that the balance of the aforesaid accounts and/or certificates issued exceed the then-prevailing Federal Department Insurance Corporation limits, plaintiffs [REDACTED] are directed to notify the Court so that a further designation of an individual depository may be made in order to keep the balance of each such account and certificate within federally insured limits; and it is further
9. ORDERED, that said bank shall pay all monies held in the aforesaid accounts and/or certificates to infant plaintiff M.S. upon demand and without further court order when the infant reaches the age of eighteen (18) years, upon presentation of proper proof and compliance with the bank's rules of withdrawal; and it is further
10. ORDERED, that each year (or quarterly) during the minority of infant plaintiff M.S., upon presentation of a duly executed income tax return or documentation showing the amount of income or estimated tax due on behalf of the infant, said bank shall provide plaintiffs [REDACTED] with checks made payable to the Internal Revenue Service and/or State and/or Municipal Taxing Authority to which said tax is owed by said infant. However, said check shall be only for such amounts as may be due and payable for that portion of the infant's personal income tax liability attributable to income earned on said accounts and/or certificates, including interest and penalties thereon, as shown on any official bill therefore issued by the taxing authority. Said checks shall identify the infant's name and social security number to insure that said amounts are being made for the benefit of the infant; and it is further

11. ORDERED, that said bank is hereby authorized without further order of this Court to pay out of the infant's bank account reasonable fees for the preparation of any income tax return or estimated income tax return or accounting that may be required to be filed by or on the infant's behalf. Said fee shall not exceed \$200.00 without the further order of the Court; and it is further
12. ORDERED, that in the event of the death of said infant plaintiff on or prior to the 18th birth date of said infant, all of the aforesaid sums described in said bank shall be paid to the estate of the infant plaintiff, or to the designated beneficiary of said estate; and it is further
13. ORDERED, that if it appears that any government agency may attach a lien to the infant's payment, this Order may be amended to allow the creation of a Supplemental Needs Trust for the benefit of the infant, to be substituted as payee of the payments; and it is further
14. ORDERED, that the filing of a bond be dispensed with in accordance with the applicable provisions of the Civil Practice Law and Rules; and it is further
15. ORDERED, that this Court retains jurisdiction of this action to enforce or modify this Infant Compromise Order and to enforce the terms of the underlying Stipulation of Settlement.

Dated: New York, NY
April 22, 2021

SO ORDERED: 
Hon. Paul A. Engelmayer, U.S.D.J.